



PAUL HIGA
Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2728



March 22, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF RECOMMENDATION TO DELEGATE AUTHORITY TO
CHIEF PROBATION OFFICER TO MODIFY FOOD SERVICES CONTRACT
WITH INTEGRATED SUPPORT SOLUTIONS, INC.
TO PROVIDE FOOD SERVICES AT LOS PADRINOS JUVENILE HALL
(3 VOTE, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services performed by Contractor under this Contract continue to be more cost effective than if performed by County employees.
2. Delegate authority to the Chief Probation Officer to sign a contract modification substantially similar to the attached draft (Attachment A) to contract Number Prob. 0002 FY 2000/01 with Integrated Support Solutions, Inc., for the provision of food services at Los Padrinos Juvenile Hall, extending the current contract on a month-to-month basis effective April 13, 2006 through October 12, 2006 or until a new contract is in place, whichever is sooner, at an estimated monthly cost of \$150,000.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to extend the current food services contract with Integrated Support Solutions, Inc. (ISSI) for the provision of food services at Los Padrinos Juvenile Hall (LPJH). The proposed modification will extend the current contract on a month-to-month basis for an additional six-month period of April 13, 2006 through October 12, 2006, or until a new contract is in place, whichever is sooner.

On September 13, 2005, following a Request for Proposals Process, the Department notified ISSI of its intention to recommend approval of a new contract for this service with Morrison's Management Specialist, Inc. On September 28, 2005, ISSI filed a protest of the intended award. On December 27, 2005, the protest panel denied ISSI's protest following a review pursuant to your Board's Protest Policy.

In January 2006, the Auditor-Controller initiated a review of the solicitation process at the request of the Third Supervisorial District. The proposed extension will avoid a break in the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at LPJH pending the Auditor-Controller's review and final recommendation. Probation did not request a contract extension at an earlier date due to the pending issuance of the Auditor's recommendation.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #3: Organizational Effectiveness: to ensure that service delivery systems are efficient, effective and goal oriented, and Goal #4 Fiscal Responsibility: to strengthen the County's fiscal capacity

FINANCIAL IMPACT/FINANCING:

The month-to-month contract extension is for an estimated amount of \$150,000 per month, reflecting the current monthly cost based on the number of meals served. Funding for this service is included in the FY 2005-06 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The proposed contract extension will continue services under the current terms, conditions and price. Probation updated the cost analysis previously approved by the Auditor-Controller to determine that the contract will continue to be cost effective during the extension period. The proposed month-to-month contract extension will be executed after approval as to form by County Counsel.

CONTRACTING PROCESS:

The proposed contract extension will prevent a break in services pending the Auditor-Controller's review and final recommendation.

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IMPACT ON CURRENT SERVICES (OR PROJECTS):

The modification will allow the County to ensure uninterrupted food services at LPJH.

Respectfully submitted,



PAUL HIGA
Chief Probation Officer

PH:vm

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Attachment (1)

c: Chief Administrative Officer
County Counsel

ATTACHMENT A

DRAFT MODIFICATION NO. 9 TO CONTRACT

NO. PROB. 0002 FY 2000/01 FOR FOOD SERVICES AT

LOS PADRINOS JUVENILE HALL

This Modification No. 9 to Contract No. Prob. 0002 FY 2000/01 is made and entered into at Los Angeles County, California this _____ day of _____, 2006 by and between the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter "COUNTY") and Integrated Support Solutions, Inc. (ISSI), a corporation having its headquarters at 14558 Sylvan Street, Van Nuys, CA 91411, (hereinafter "CONTRACTOR");

WITNESSETH

WHEREAS, the parties on July 27, 2000, entered into a contract for CONTRACTOR to provide food service to Los Padrinos Juvenile Hall (LPJH) located at 7285 Quill Drive, Downey, CA 90242; and

WHEREAS, the Chief Probation Officer has been delegated authority to extend and modify said contract pursuant to the terms contained in the contract; and

WHEREAS, on May 23, 2001, the contract was extended by modification number 1, for a second twelve (12) month period from July 13, 2001 through July 12, 2002; and

WHEREAS, on July 12, 2002, the contract was extended by modification number 2, for a third twelve (12) month period from July 13, 2002 through July 12, 2003; and

WHEREAS, on June 25, 2003, the contract was extended by modification number 3, for a fourth twelve (12) month period from July 13, 2003 through July 12, 2004; and

WHEREAS, on January 29, 2004, the contract was modified by modification number 4, to approve equipment repair amortized for a seven (7) month period.

WHEREAS, on June 2, 2004, the contract was extended by modification number 5, for a fifth and final twelve (12) month period from July 13, 2004 through July 12, 2005; and

WHEREAS, on January 29, 2004, the contract was modified by modification number 6, to approve amortization over a (7) month period of equipment purchased; pursuant to Section 13.0, Maintenance, Repair & Modification of Facility & Equipment; and

WHEREAS, on February 3, 2005, the contract was extended by modification number 7, for an additional six (6) month period from July 13, 2005 through January 12, 2006; and

INTEGRATED SUPPORT SOLUTIONS, INC.

By _____

Typed or Printed

Title

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask
Principal Deputy County Counsel

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.